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STATE OF KANSAS) ss  
SHAWNEE COUNTY) ss  
RECORDED FOR RECORD

JUL 26 10 32 AM '83

REGISTER OF DEEDS  
JEAN BERIEN

AMENDMENT NO. 9 TO THE  
DECLARATION OF CONDOMINIUM  
OF  
PHEASANT RUN BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9  
10, 11, 12, 13, 14, 15, 16, 17, BY EXPANDING TO  
INCLUDE BUILDINGS 18 & 19  
A CONDOMINIUM IN TOPEKA, SHAWNEE COUNTY, KANSAS

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on this  
22<sup>nd</sup> day of July, 1983, by PHEASANT RUN COMPANY, a General  
Partnership, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration of  
Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, and 7, a Condominium  
in Topeka, Shawnee County, Kansas. That said Declaration, together  
with exhibits, was recorded in the Register of Deeds of Shawnee County, Kansas,  
in Book 5, Page 94-176, on the 16th day of May, 1979.

WHEREAS, the Developer previously executed Amendment No. 1 to the  
Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7  
which is recorded in Book 6 at Page 151-154 in the Register of Deeds of Shawnee  
County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 2 to the  
Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7  
which is recorded in Book 7 at Page 219-222 in the Register of Deeds of Shawnee  
County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 3 to the  
Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7  
by expanding to include Buildings 8, 9, 10, 11, 12, 13, 14, 15, and 16 together  
with its Exhibits, which was recorded in Book 8 Page 155-229 in the Register of  
Deeds of Shawnee County, Kansas, on the 21st day of February, 1980.

WHEREAS, the Developer previously executed Amendment No. 4 to the

Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 8 at Page 230-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 5 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 9 Page 208-211 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 6 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 13 at Page 1-11 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 7 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, by expanding to include Building 17, which is recorded in Book 19 at Page 212-233.

WHEREAS, the Developer previously executed Amendment No. 8 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 by expanding to include Building 30, which is recorded in Condominium Book 21 at Page 367.

WHEREAS, the original Declaration of Condominium, pursuant to K.S.A. 58-3111 and K.S.A. 58-3115(b), reserved in Article V thereof, beginning at Page 20 thereof, the right to further expand the Condominium by subsequent amendment by adding certain described real estate which was set forth in the original Declaration and the Developer is now desirous, by this Amendment, of expanding said Declaration of Condominium to include the real estate described in the original Declaration of Condominium at Section 5.2 (b).

WHEREAS, in addition to the reservation to expand the Condominium, the original Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7 also reserved, at Section 5.3 on Page 22, the right to reallocate interests in

the common area pursuant to later expansions of the Condominium Declaration. In addition, at Section 5.9 on Page 24 of the Declaration, there was a reservation permitting the Developer to add additional common areas and limited common areas as the expansions occurred.

WHEREAS, in Amendment No. 7, described above, the Declarant at Section 3 of said Amendment reserved the right to convert portions of the common area initially described as a part of the property added to the Condominium at Section 2 of said Amendment to apartment units and/or limited common areas and in Section 3 to diminish or alter common area percentages.

NOW, THEREFORE, the Developer makes the following Amendment to its Declaration of Condominium heretofore filed herein with this Amendment being made in accordance with the provisions of the Kansas Apartment Ownership Act.

1. That pursuant to the Kansas Apartment Ownership Act, the Developer, PHEASANT RUN COMPANY, a General Partnership, hereby makes the following Amendments to the Declaration of Condominium and previous Amendments as to the real property hereinafter described and, further, reserves to itself additional rights, as hereinafter stated.

2. That the following described real property is presently owned by the Developer and is located on a portion of Lot 13, in Block A in the John O. Allen Subdivision No. 2, in the City of Topeka, Shawnee County, Kansas, the Plat of the John O. Allen Subdivision No. 2, of which the hereinafter declared property is a part, is to be found in Section 2 of Amendment No. 7 and shown in Condominium Book 19 at Page 214 of the records of the Register of Deeds of Shawnee County, Kansas, is hereby converted from common area to private ownership and limited common area for Building 18, the graphic survey of such property is shown on Exhibit A attached hereto and prepared by Bartlett and West, Consulting Engineers, P.A.:

"SEE EXHIBIT "A" ATTACHED"

2.a. In addition, the following described real property described originally in the same place as that described in paragraph 2 above is hereby converted from common areas to private ownership and limited common area for Building 19, the graphic survey of such property is shown on Exhibit B attached hereto and prepared by Bartlett and West, Consulting Engineers, P.A.:

"SEE EXHIBIT "B" ATTACHED"

3. ACTUAL LOCATION OF BUILDING 18 AND 19 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2 and 2a as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of two (2) buildings housing four apartment units each together with carports, patios and decks as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for Building 17 and limited common area for carports for Building 17 in Amendment 7.

The Developer expressly reserves the right to construct up to a maximum of 22 additional units upon all or any portion of the remaining land added to the Condominium by the expansion pursuant to Amendment 7 along with conversion of additional common area to limited common areas for carports, garages, patios and decks to serve such additional units. Provided, that each of the buildings which may be hereafter constructed shall contain a maximum of four apartment units.

To the extent that additional units, garages or carports are constructed, the Developer shall be permitted to convert such amount of the land of that expansion from common area to apartment units or limited common areas as the case may be. In addition, the Developer reserves the right to diminish existing common area ownership percentages of all existing apartment units, including those established for Building 18 and 19 units by this Amendment, by the number of additional apartment units which may be constructed by the Developer in additional buildings on the land added to the condominium project by that Amendment 7. The location of each of the buildings to be constructed in this expanded Condominium property will be established by the consulting engineers for the Developer and the location of Buildings 18 and 19 provided for by this Amendment is graphically shown by certified plats of survey as follows:

- (1) Building No. 18, also known as Building Site No. 18, the plat and location of which is shown as Exhibit C, attached hereto and incorporated herein by reference, as if set out in full herein.
- (2) Building No. 19, also known as Building Site No. 19, the plat and location of which is shown as Exhibit D, attached hereto and incorporated herein by reference, as if set out in full herein.

#### 4. INTENTION OF DEVELOPMENT OF CONDOMINIUM

The expanded Condominium project reflected in this Amendment is to be known as the PHEASANT RUN CONDOMINIUMS and will consist of the original phase, previously declared as Condominiums of seven (7) buildings, and the expanded phases of Condominiums consisting of twelve buildings for an overall total of seventy-eight (78) living units to date. Each of the units in the original Declaration of Condominium and each of the units in all of the expansions shall be considered separate Condominiums.

All of the apartment units in Buildings 18 and 19 shall, pursuant to the requirement of Kansas law, have direct access for purposes of ingress and egress to the common area of private streets and ways as established in the original Declaration of Condominium. Such irrevocable access shall include access for the purpose of ingress and egress to Southwest Westport Drive and Southwest 22nd Terrace, both dedicated to the City of Topeka, Kansas, as provided for in Amendment 7, Condominium Book 19 at Page 217 in the Register of Deeds of Shawnee County, Kansas.

#### 5. CARPORTS

There shall be carports designated and constructed for Building 18 which are shown on Exhibit E and for Building 19 which are shown on Exhibit F. Both exhibits are attached hereto and incorporated herein by reference.

#### 6. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUMS BUILDING 18.

The following is intended as a structural description of Building 18 provided for by this Amendment:

- (a) Pheasant Run Condominium Building No. 18, otherwise known as 5829 S.W. 22nd Terrace, Topeka, Kansas, and shown graphically on Exhibit C shall consist of four apartment units, when completed, each consisting of two bedrooms, one of the units shall have one bath, one unit with 1-1/2 bath and two units with two baths, a living room and kitchen, with deck and patio, as more specifically described in the floor plans filed with the Register of Deeds of Shawnee County, Kansas, in conjunction with this Declaration of Expanded Condominium Amendment, all as required by K.S.A. 58-3113. This building shall be constructed with no basement and with a concrete foundation.
- (b) The following shall be the street address and unit number of each of the apartments of the total four (4) units making up this Expanded Condominium:

1. Building No. 18, more specifically known as 5829 S.W. 22nd Terrace, Topeka, Kansas:

|                              |       |
|------------------------------|-------|
| Unit 1 - 5829 Southwest 22nd | No. 1 |
| Unit 2 - 5829 Southwest 22nd | No. 2 |
| Unit 3 - 5829 Southwest 22nd | No. 3 |
| Unit 4 - 5829 Southwest 22nd | No. 4 |

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the original Floor Plans for Pheasant Run Building No. 18. Those floor plans were prepared by Knight, Remmele and Eaton, Architects for the Developer and, generally, depict the layout, location, apartment numbers, and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

6a. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUMS BUILDING 19

The following is intended as a general structural description of each of the buildings making up this Expanded Condominium:

(a) Pheasant Run Condominium Building No. 19, otherwise known as 5833 Southwest 22nd Terrace, and shown graphically on Exhibit "A-1", shall consist of four apartment units, when completed, each consisting of two bedrooms, two of the units shall have one bath, and two units shall have 1-1/2 baths, a living room and kitchen, with deck and patio, as more specifically described in the floor plans filed with the Register of Deeds of Shawnee County, Kansas, in conjunction with this Declaration of Expanded Condominium Amendment, all as required by K.S.A. 58-3113. This building shall be constructed with no basement and with a concrete foundation.

(b) The following shall be the street address and unit numbers of each of the apartments of the total four (4) units making up this Expanded Condominium:

1. Building No. 19, more specifically known as 5833 Southwest 22nd Terrace

Unit 1 - 5833 Southwest 22nd Terrace No. 1;  
Unit 2 - 5833 Southwest 22nd Terrace No. 2;  
Unit 3 - 5833 Southwest 22nd Terrace No. 3;  
Unit 4 - 5833 Southwest 22nd Terrace No. 4;

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 19. Those floor plans were prepared by Knight, Remmele and Eaton, Architects for the Developer and, generally, depict the layout, location, apartment numbers, and the dimensions of each of the apartment's location in each of the buildings. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional architect certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

**7. GENERAL DESCRIPTION OF THE STREET LOCATIONS OF THE APARTMENT UNITS AND THE APPROXIMATE AREA AND NUMBER OF ROOMS OF EACH APARTMENT UNIT**

**7.1 PHEASANT RUN BUILDING 18 APARTMENT UNIT 1**

ADDRESS: 5829 Southwest 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in

which it is located. This apartment unit is a two-bedroom unit with 1-1/2 baths, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 1,104 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                         |                 |
|-------------------------|-----------------|
| Living Room             | 258 square feet |
| Dining Room             | 101 square feet |
| Kitchen                 | 93 square feet  |
| Master Bedroom          | 171 square feet |
| No. of baths            | 1-1/2 baths     |
| Patio and extra storage | 172 square feet |
| Bedroom No. 2           | 141 square feet |

**7.2 PHEASANT RUN BUILDING 18 APARTMENT UNIT 2**

ADDRESS: 5829 Southwest 22nd Terrace  
No. 2, Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with two baths, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 1,232 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                        |                   |
|------------------------|-------------------|
| Living Room            | 346 square feet   |
| Dining Room            | 83 square feet    |
| Kitchen                | 76 square feet    |
| Master Bedroom         | 243 square feet   |
| Bedroom No. 2          | 136 square feet   |
| No. of baths           | 2 baths           |
| Deck and extra storage | 154.6 square feet |

**7.3 PHEASANT RUN BUILDING 18 APARTMENT UNIT 3**

ADDRESS: 5829 Southwest 22nd Terrace - No. 3,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the second floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with one bath, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 952 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                        |                 |
|------------------------|-----------------|
| Living Room            | 253 square feet |
| Dining Room            | 97 square feet  |
| Kitchen                | 74 square feet  |
| Master Bedroom         | 138 square feet |
| Bedroom No. 2          | 127 square feet |
| No. of Baths           | 1 bath          |
| Deck and Extra Storage | 160 square feet |

**7.4 PHEASANT RUN BUILDING 18 APARTMENT UNIT 4**

ADDRESS: 5829 Southwest 22nd Terrace - No. 4,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the second floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with two baths, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 1,232 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                        |                   |
|------------------------|-------------------|
| Living Room            | 346 square feet   |
| Dining Room            | 83 square feet    |
| Kitchen                | 76 square feet    |
| Master Bedroom         | 243 square feet   |
| Bedroom No. 2          | 136 square feet   |
| No. of baths           | 2 baths           |
| Deck and extra storage | 154.6 square feet |

**GENERAL DESCRIPTION OF THE STREET LOCATIONS OF THE APARTMENT UNITS AND THE APPROXIMATE AREA AND NUMBER OF ROOMS OF EACH APARTMENT UNIT**

**7.5 PHEASANT RUN BUILDING 19 APARTMENT UNIT 1**

ADDRESS: 5833 Southwest 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with one bath, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 952 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                        |                 |
|------------------------|-----------------|
| Living Room            | 253 square feet |
| Dining Room            | 97 square feet  |
| Kitchen                | 74 square feet  |
| Master Bedroom         | 138 square feet |
| Bedroom No. 2          | 127 square feet |
| Patio and extra        | 1 bath          |
| Deck and Extra Storage | 160 square feet |

**7.6 PHEASANT RUN BUILDING 19 APARTMENT UNIT 2**

ADDRESS: 5833 Southwest 22nd Terrace - No. 2  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the second floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 1-1/2 baths, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 1,104 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                         |                 |
|-------------------------|-----------------|
| Living Room             | 258 square feet |
| Dining Room             | 101 square feet |
| Kitchen                 | 93 square feet  |
| Master Bedroom          | 171 square feet |
| No. of baths            | 1-1/2 baths     |
| Patio and extra storage | 172 square feet |
| Bedroom No. 2           | 141 square feet |

**7.7 PHEASANT RUN BUILDING 19 APARTMENT UNIT 3**

ADDRESS: 5833 Southwest 22nd Terrace - No. 3,  
Topeka, Kansas

GENERAL DESCRIPTION: This apartment unit is located on the second floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with one bath, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 952 square feet

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                        |                 |
|------------------------|-----------------|
| Living Room            | 253 square feet |
| Dining Room            | 97 square feet  |
| Kitchen                | 74 square feet  |
| Master Bedroom         | 138 square feet |
| Bedroom No. 2          | 127 square feet |
| No. of baths           | 1 bath          |
| Deck and Extra Storage | 160 square feet |

**7.8 PHEASANT RUN BUILDING 19 APARTMENT UNIT 4**

ADDRESS: 5833 Southwest 22nd Terrace - No. 4,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the second floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 1-1/2 baths, and no basement or attic;

APPROXIMATE AREA IN SQUARE FEET: 1,104 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

|                         |                 |
|-------------------------|-----------------|
| Living Room             | 258 square feet |
| Dining Room             | 101 square feet |
| Kitchen                 | 93 square feet  |
| Master Bedroom          | 171 square feet |
| No. of baths            | 1-1/2 baths     |
| Patio and extra storage | 172 square feet |
| Bedroom No. 2           | 141 square feet |

**8. BOUNDARY OF APARTMENT UNITS DESCRIBED FOR OWNERSHIP PURPOSES FOR BUILDINGS 18 AND 19.**

The boundary of each apartment unit, as hereinbefore described, for ownership purposes, shall be the same as the description of the boundaries of each apartment unit as set forth in the original Declaration of Condominium for Pheasant Run Condominiums Buildings 1, 2, 3, 4, 5, 6 and 7 Section 4 of that original Declaration more specifically to be found and located in Book 5 commencing at Page 117 of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas. All of the provisions therein contained relating to the

original apartment units in the Declaration of Condominium will apply identically to the respective condominium units herein created by this Amendment of Expanded Condominiums.

9. REALLOCATION AND ALTERATION OF INTERESTS IN COMMON AS A RESULT OF THIS AMENDMENT EXPANDING THE ORIGINAL CONDOMINIUM.

Pursuant to the provisions of Section 5.3 and 5.4 of the original Declaration of Condominium, the Developer reserved its right to alter and modify the respective interests in the common areas of the original apartment units established in the original Declaration of Condominium and to also provide for the allocation of respective interests in common areas by the apartment units added by any subsequent expansion of the Declaration of Condominium.

10. DESCRIPTION AND DECLARATION OF COMMON AREAS AND FACILITIES AND PROVISIONS RELATING THERETO.

The common areas and facilities in which each of the apartment owners of this Amendment of Expanded Declaration of Condominium shall have an undivided interest in the amount hereinafter set out shall consist of all of the property, except the units owned by the individual apartment owners as such property is described in Exhibits A, B, C and D attached hereto, and paragraphs 7 and 8 hereof. Further, that such common areas and facilities will include the land of the Expanded Condominium described in Amendment 7 at Condominium Book 19 at Page 214 in Register of Deeds, Shawnee County, Kansas, as shown on such Exhibit, less that portion previously converted to private ownership and limited common areas as described in Amendment 8 to the Declaration of Condominium Paragraph 2 recorded in Condominium Book 21 at Page 367 in the Register of Deeds, Shawnee County, Kansas, as well as all central utility facilities including primary utility lines serving each of the buildings contained within the Condominium. Further, the common areas and facilities shall include the exterior and perimeter walls of each of the buildings and the units located therein internally to the

exterior face of the wallboards within each apartment unit. Further, such common areas and facilities shall include all exterior hallways, stairways, porches, steps, walkways, parking areas, including driveways, plantings and landscaping, grass and private streets and ways, and any and all other portions of real or personal property not herein specifically described contained within the limits of that property hereto except that portion previously declared as individual unit property and subject to the ownership by apartment unit owners. All structural components, including beams, trusses, joists, studs, roof services, shingles, flues and other structural components shall be considered as common areas and facilities. Further, the common areas and facilities shall include all easements herein granted for private ways and roads and easements given to public utility companies pursuant to this Amendment of Expanded Declaration of Condominium and any such easements that may later be abandoned or reconveyed.

**11. CONVEYANCE OF COMMON AREAS AND FACILITIES**

The Developer will simultaneous with this filing offer for sale the condominium apartment units created by this Amendment expanding the original Declaration of Condominium as construction on the units is completed. That all such conveyances, when made by the Developer, shall be subject to the provisions of the original Declaration of Condominium, previous Amendments, as hereinabove referred to, and this Amendment expanding that Declaration of Condominium. That along with each conveyance of a condominium apartment unit, the Developer will convey a deck or patio and carport, as the case may be, as limited common area appurtenant to the unit and an undivided interest in the areas and facilities originally declared in the Declaration of Condominium and additional common areas and facilities as established by all Amendments expanding the original

Condominium Declaration as that percentage interest is determined and established for each apartment unit in Paragraph 12 hereof. Each apartment unit owner's undivided interest in the common areas shall be subject to the mutual and reciprocal easements of use of such common areas and facilities by all of the apartment owners of the units declared in all Amendments expanding the original Declaration of Condominium, as well as all of the other apartment owners of the original Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of the Declaration of Condominium and the Expanded Condominium previously filed, as well as the expansion including Buildings 17 and 30, all pursuant to Paragraphs 5 and 9, 10 and 11 hereof. Further, such undivided interests and their use and enjoyment by the individual apartment unit owners shall be subject to the management, operation, maintenance, rules and regulations pertaining to the common areas and facilities by the Pheasant Run Condominium Homeowners Association, Inc., as originally set out in the Declaration of Condominium, hereinabove referred to.

The Developer has previously established additional facilities in the original land contained in the Declaration of Condominium and each member of the Pheasant Run Condominium Homeowners Association, which shall include all of the owners of apartment units in this Expanded Condominium Phase, shall have the right to the use and enjoyment of these specific common areas and the facilities constructed thereon and that easement of enjoyment and their individual undivided interest in said common areas shall be appurtenant to and pass with the title of each of these condominium units in this expanded condominium to the same full degree and extent as the original apartment unit owners were thereby entitled, pursuant to the provisions of the original Declaration of Condominium and Expanded Condominium document. Each apartment unit in this Expanded Condominium, together with its owner, their families, visitors, guests and successors in interest shall have the right to the use of such common areas and facilities, including the pool, concrete deck, tennis courts and cabana clubhouse,

to the same extent as the original unit owners in the Condominium and owners in the Expanded Condominium.

**12. PERCENTAGE INTEREST OF APARTMENT UNIT OWNERS IN COMMON AREAS AND FACILITIES.**

The percentage undivided interest, which the individual owners of the apartment units within the original Declaration of Condominium and those apartment units within this Expanded Condominium will have in the common areas and facilities, shall be as follows:

| <u>UNIT DESCRIPTION</u>                                | <u>PAR VALUE</u> | <u>PERCENTAGE INTEREST</u> |
|--|------------------|----------------------------|
| <b>Building No. 1, 5849<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1   | 1.28             | 1.28                       |
| Unit 2   | 1.28             | 1.28                       |
| Unit 3   | 1.28             | 1.28                       |
| Unit 4   | 1.28             | 1.28                       |
| <b>Building No. 2, 5851<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1   | 1.28             | 1.28                       |
| Unit 2   | 1.28             | 1.28                       |
| Unit 3   | 1.28             | 1.28                       |
| Unit 4   | 1.28             | 1.28                       |
| <b>Building No. 3, 5855<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1   | 1.28             | 1.28                       |
| Unit 2   | 1.28             | 1.28                       |
| Unit 3   | 1.28             | 1.28                       |
| Unit 4   | 1.28             | 1.28                       |
| <b>Building No. 4, 5859<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1   | 1.28             | 1.28                       |
| Unit 2   | 1.28             | 1.28                       |
| Unit 3   | 1.28             | 1.28                       |
| Unit 4   | 1.28             | 1.28                       |
| <b>Building No. 5, 5853<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1   | 1.28             | 1.28                       |
| Unit 2   | 1.28             | 1.28                       |
| Unit 3   | 1.28             | 1.28                       |
| Unit 4   | 1.28             | 1.28                       |

| <u>UNIT DESCRIPTION</u>       | <u>PAR VALUE</u> | <u>PERCENTAGE INTEREST</u> |
|-------------------------------|------------------|----------------------------|
| <b>Building No. 6, 5857</b>   |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 7, 5861</b>   |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 8, 5805</b>   |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 9, 5803</b>   |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 10, 5801</b>  |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 11, 5807</b>  |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |
| <b>Building No. 12, 5811</b>  |                  |                            |
| <b>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1                        | 1.28             | 1.28%                      |
| Unit 2                        | 1.28             | 1.28%                      |
| Unit 3                        | 1.28             | 1.28%                      |
| Unit 4                        | 1.28             | 1.28%                      |

| <u>UNIT DESCRIPTION</u>                                 | <u>PAR VALUE</u> | <u>PERCENTAGE INTEREST</u> |
|---|------------------|----------------------------|
| <b>Building No. 13, 5815<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building No. 14, 5809<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building No. 15, 5813<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building No. 16, 5817<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building No. 17, 5827<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building No. 18, 5829<br/>Southwest 22nd Terrace</b> |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |
| <b>Building 19, 5833<br/>Southwest 22nd Terrace</b>     |                  |                            |
| Unit 1  | 1.28             | 1.28%                      |
| Unit 2  | 1.28             | 1.28%                      |
| Unit 3  | 1.28             | 1.28%                      |
| Unit 4  | 1.28             | 1.28%                      |

| <u>UNIT DESCRIPTION</u>                         | <u>PAR VALUE</u> | <u>PERCENTAGE INTEREST</u> |
|---|------------------|----------------------------|
| Building No. 30, 5821<br>Southwest 22nd Terrace |                  |                            |
| Unit 1  | 1.36             | 1.36%                      |
| Unit 2  | 1.36             | 1.36%                      |

Pursuant to the requirements of K.S.A. 58-3106, each apartment unit owner shall have an undivided interest in the amount of the percentage set forth above in the common areas and facilities as a tenant in common with all other unit owners. Such interest in common areas and facilities shall be considered as a part of the ownership of the apartment unit and no interest in the common area facilities of an apartment unit can be, by deed, plat or otherwise, subdivided, separated, or divided into smaller units than those herein created except pursuant to the expandable provisions of Paragraph 5 and pursuant to Paragraph 17 of the original Declaration of Condominium, as hereinabove referred to.

**13. MEMBERSHIP.**

Each apartment unit owner, as established in the original Declaration of Condominium and as established by this Expansion Agreement, shall be entitled to membership in the Pheasant Run Homeowners Association, Inc. with a corresponding membership percentage in vote equal to the percentage set forth in Paragraph 12 of this Amendment. The terms and conditions of said membership in the exercise of voting privilege belonging to the apartment unit owners shall be as prescribed by the By Laws of the Homeowners Association which were filed simultaneous with the original Declaration and attached as Exhibit "A" to that Declaration.

14. All of the provisions as set forth at paragraphs 8, 9, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10, 10.1, 11 and 11.1 in the original Declaration of Condominium for Pheasant Run Buildings 1 through 7 and specifically recorded in the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at page 129 and continuing through page 139, are to apply to the

apartment units created by this Expansion Amendment to the same extent, except that such provisions shall be modified to the extent necessary to include the additional units which are expanded as a result of this Amendment so that such provisions shall be speaking to the total 78 units created to date by the original Declaration, the Expanded Amendment and this Amendment.

15. That all of the provisions contained in paragraphs 12, 12.1, 12.2, and 13 of the original Declaration of Condominium for Pheasant Run Buildings 1 through 7, and specifically to be found in the records of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at page 139 and continuing through page 142, are to apply equally to the apartment units created by this Expansion Amendment to the same full degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7.

16. The provisions of paragraph 14, 14.1, 14.2, 14.3, 14.4, 14.5 and 14.6 shall apply to the apartment units created by this Expansion Amendment to the same degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those paragraphs are specifically to be found in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 142 and continuing through 145. The provisions of paragraph 14.7 found in Condominium Book No. 5 at Pages 145 and 146 are to apply, likewise, to the apartment units created by this Expansion Amendment, except that the percentage upon which the expenses will be assessed will be apportioned to all seventy-eight units in accordance with the percentage interest set forth in Paragraph 12 of this Amendment.

17. The provisions of paragraph 14.8 of the original Declaration of Condominium for Pheasant Run Buildings 1 through 7 and more specifically found in the office of the Register of Deeds in Condominium Book No. 5 at Page 146, shall

apply equally to the apartment units created by this Expansion Amendment, except that the reference to the undivided interest in the common areas shall be as established in paragraph 12 of this Amendment for all seventy-eight (78) units rather than as originally set forth for the units created by the original Declaration. The provisions of paragraph 14.9, 14.10, 14.11, 14.12, 14.13, 15, 16, 17, 18, 19, 20, 21, 21.1, 21.2, 21.3, 22, 23, 24, 25, 26, 27 and 28 shall apply equally to the apartment units created by this Expansion Amendment to the same full degree and extent as they apply to the original apartment units created in the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those particular paragraphs are found in the original Declaration of Condominium in the office of the Register of Deeds in Condominium Book No. 5 beginning with Page 147 and continuing through Page 156.

18. All provisions and Exhibits of the original Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7, a Condominium in Topeka, Shawnee County, Kansas, recorded in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 94, Amendment No. 1 recorded in that same office in Condominium Book 7 at Page 219, not herein amended are expressly reaffirmed by the Developer.

19. Further, the Developer expressly reserves its right to further expand this Condominium by amendment by adding appropriate land as reserved and described in paragraph 5.2 of the original Declaration of Condominium and specifically recorded in Condominium Book No. 5 at Pages 120 and 121. In addition, the Developer expressly reserves the right to reallocate all existing interests in common areas and alter them as additional expansions may occur, all as set forth in Paragraphs 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11, specifically recorded in Condominium Book No. 5 at Pages 121-124 in the office of the Register of Deeds, Shawnee County, Kansas, together with any other appropriate paragraphs of the original Declaration.

IN WITNESS WHEREOF, the Developer, through its lawfully authorized agent, has caused this Amendment No. 9 to the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7 and the Expansion Amendment to include Buildings 8, 9, 10, 11, 12, 13, 14, 15, and 16 and the Expansion Amendment to include Building 17 and 30 and by expanding said Declaration of Condominium to include Pheasant Run Buildings 18 and 19 to be signed the day and year first above written.

DEVELOPER:

PHEASANT RUN COMPANY, A  
GENERAL PARTNERSHIP

By

  
BENJAMIN F. BLAIR

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF SHAWNEE    )

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of July, 1983, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BENJAMIN F. BLAIR, a duly authorized partner of PHEASANT RUN COMPANY, a General Partnership, a Partnership duly organized and existing under and by virtue of the laws of the State of Kansas and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing in behalf of the partnership and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



  
NOTARY PUBLIC

My Appointment Expires:

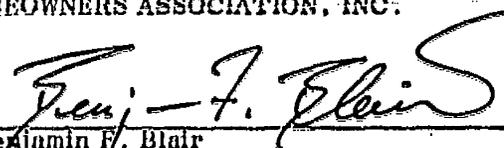
May 2, 1984

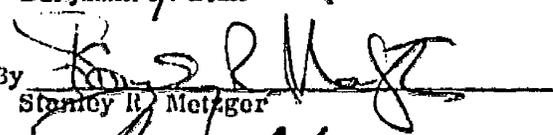
1

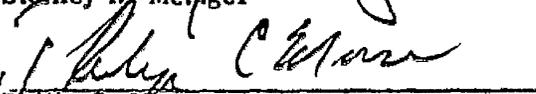
UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
OF PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

That pursuant to Paragraph 25 of the original Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7, a Condominium in Topeka, Shawnee County, Kansas, the Declaration as to existing buildings can be amended, changed or modified by an instrument signed by all of the members of the Board of Directors of the Pheasant Run Condominium Homeowners Association, Inc. and by the Developer. That pursuant to Article VII of the Articles of Incorporation of Pheasant Run Condominium Homeowners Association, Inc. the present Directors are: Benjamin F. Blair, Stanley R. Metzger and Philip C. Morse. That those three directors constitute all of the Directors of the corporation and they have read the above and foregoing Amendment and understand its consequence. Further, they do hereby expressly consent to and ratify this amendment to the Expanded Declaration of Condominium relating to Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 30 this 22<sup>nd</sup> day of July, 1983.

BOARD OF DIRECTORS OF PHEASANT RUN  
HOMEOWNERS ASSOCIATION, INC.

By   
Benjamin F. Blair

By   
Stanley R. Metzger

By   
Philip C. Morse

Book 21 Page 48

Exception No. 18 (Known as 5829 SW 22nd Terrace)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 402.26 feet coincident with the South line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 180.99 feet to the Point of Beginning; thence on Az 358 degrees 01 minutes 20 seconds, 15.00 feet; thence on Az 268 degrees 01 minutes 20 seconds, 1.00 feet; thence on Az 358 degrees 01 minutes 20 seconds, 6.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 1.00 feet; thence on Az 358 degrees 01 minutes 20 seconds, 23.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 12.30 feet; thence on Az 178 degrees 01 minutes 20 seconds, 4.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 12.30 feet; thence on Az 178 degrees 01 minutes 20 seconds, 4.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 9.16 feet; thence on Az 358 degrees 01 minutes 20 seconds, 8.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 6.46 feet; thence on Az 358 degrees 01 minutes 20 seconds, 4.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 6.65 feet; thence on Az 178 degrees 01 minutes 20 seconds, 8.00 feet; thence on Az 88 degrees 01 minutes 20 seconds, 23.38 feet; thence on Az 178 degrees 01 minutes 20 seconds, 44.00 feet; thence on Az 268 degrees 01 minutes 20 seconds, 12.10 feet; thence on Az 358 degrees 01 minutes 20 seconds, 1.00 feet; thence on Az 268 degrees 01 minutes 20 seconds, 13.85 feet; thence on Az 358 degrees 01 minutes 20 seconds, 21.00 feet; thence on Az 268 degrees 01 minutes 20 seconds, 4.00 feet; thence on Az 178 degrees 01 minutes 20 seconds, 4.50 feet; thence on Az 268 degrees 01 minutes 20 seconds, 4.00 feet; thence on Az 178 degrees 01 minutes 20 seconds, 17.50 feet; thence on Az 268 degrees 01 minutes 20 seconds, 24.00 feet to the Point of Beginning, containing 2,426 square feet, more or less.

(Az = Azimuth, clockwise from assumed North)

Exception No. 19 (Known as 5833 SW 22nd Terrace)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 340.31 feet coincident with the South line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 166.80 feet to the Point of Beginning; thence on Az 357 degrees 54 minutes 00 seconds, 24.00 feet; thence on Az 87 degrees 54 minutes 00 seconds, 17.95 feet; thence on Az 357 degrees 54 minutes 00 seconds, 8.00 feet; thence on Az 267 degrees 54 minutes 00 seconds, 14.00 feet; thence on Az 357 degrees 54 minutes 00 seconds, 23.98 feet; thence on Az 87 degrees 54 minutes 00 seconds, 36.00 feet; thence on Az 177 degrees 54 minutes 00 seconds, 22.00 feet; thence on Az 87 degrees 54 minutes 00 seconds, 8.00 feet; thence on Az 177 degrees 54 minutes 00 seconds, 12.00 feet; thence on Az 267 degrees 54 minutes 00 seconds, 8.00 feet; thence on Az 177 degrees 54 minutes 00 seconds, 9.65 feet; thence on Az 87 degrees 54 minutes 00 seconds, 4.00 feet; thence on Az 177 degrees 54 minutes 00 seconds, 12.33 feet; thence on Az 267 degrees 54 minutes 00 seconds, 22.65 feet; thence on Az 177 degrees 54 minutes 00 seconds, 1.05 feet; thence on Az 267 degrees 54 minutes 00 seconds, 6.00 feet; thence on Az 357 degrees 54 minutes 00 seconds, 1.05 feet; thence on Az 267 degrees 54 minutes 00 seconds, 15.30 feet to the Point of Beginning, containing 2,150 square feet, more or less.

(Az = Azimuth, clockwise from assumed North)

